

REMARKS

The Examiner is thanked for the performance of a thorough search. By this amendment, Claims 1, 19, 20, 21, and 22 have been amended. Claims 6-11 and 13-18 have been withdrawn without prejudice based on an imposed restriction requirement. Claims 28 and 29 have been added. Hence, Claims 1-5, 12, and 19-29 are pending in the application. The amendments to the claims as indicated herein do not add any new matter to this application. Furthermore, amendments made to the claims as indicated herein have been made to exclusively improve readability and clarity of the claims and not for the purpose of overcoming alleged prior art.

Each issue raised in the Office Action mailed August 11, 2005 is addressed hereinafter.

CLAIMS 1-5, 12, AND 19-27

Claims 1-5, 12, and 19-27 are rejected under 35 U.S.C. § 102(e) as being anticipated by Published App. 20020099579 to Stowell et al. ("Stowell"). The rejection is respectfully traversed.

Currently amended independent claim 1 recites:

A method of automatically identifying and resolving one or more discrepancies in an outsourced manufacturing supply chain in which a plurality of supply chain partners participate, the method comprising the computer-implemented steps of:

receiving first supply chain event information representing one or more first supply chain events from three or more supply chain partners at three or more respective levels of a supply chain at a database with which each of the supply chain partners may communicate over a network;

periodically applying one or more rules to the first supply chain event information;

generating one or more alerts pertaining to one or more discrepancies that are found in the supply chain event information, based on applying the rules;
communicating in a substantially concurrent way one of the alerts to the three or more supply chain partners at the three or more respective levels of the supply chain who are participating in a transaction to which the discrepancies relate;
receiving second information that represents a second supply chain event that resolves the alert; and
resolving the alert in the database based on the second information.

Claim 1 provides an advantageous method for identifying discrepancies in a manufacturing supply chain. By communicating alerts to supply chain partners participating in a transaction to which discrepancies pertain, it is possible to notify partner at their respective levels in the supply chain so they can seek remedies. For example, “end user 404 and system 20 acquire information showing not only what its direct contractor (CM 406) is planning to produce and deliver, but also what all downstream component distributors are planning to deliver up the supply chain.” (See Specification, Page 26). Thus, with the method of claim 1, each supply chain partner can monitor downstream events and help coordinate a second supply chain event to resolve discrepancies.

Such a method is not disclosed by Stowell. Instead, Stowell discloses generating alerts between two partners. In other words, just like other past approaches, Stowell only acquires information needed to determine problems between a buyer and supplier, and does not determine when problems far down the supply chain, e.g., at distributor level, may disrupt the production or delivery schedules. (See for example Stowell, ¶ 29, 78, 93, and 104). Notably, there is no

mention in Stowell of communicating in a substantially concurrent way one of the alerts to the three or more supply chain partners at the three or more respective levels of the supply chain who are participating in a transaction to which the discrepancies relate.

In support of its rejection, the Office Action contends that “communicating one of the alerts to only those supply chain partners who are participating in a transaction to which the discrepancies relate” is disclosed in Stowell at paragraph 78, which states “Once an agreement has been reached between the **two partners**, then . . . business rules for these particular partners are created based on a combination of automatic and manual input. These details . . . are used to help business policy makers . . . set alerts, notifications and expected responses.” (See Office Action, Page 3). Thus, the Office Action reasons, Stowell in effect discloses communicating an alert to all those supply chain partners who are participating in a transaction.” The Applicants respectfully disagree with this reasoning.

First of all, the cited portion of Stowell clearly discloses something other than what the Office Action is citing it for. Instead, Stowell describes sending alerts only to a buyer and supplier directly involved in any breaches in an agreement. The alerts are broadcast first to the breaching party and then eventually to the other contract member. The alerts are not broadcast “substantially concurrently” to other partners in the supply chain, nor are they broadcast to the three or more supply chain partners at the three or more respective levels of the supply chain. The Applicants have carefully reviewed Stowell and found that there is nothing in Stowell to support the Office Action’s contention. Stowell in no way discloses or describes “communicating in a substantially concurrent way one of the alerts to the three or more supply chain partners at the three or more respective levels of the supply chain who are participating in a transaction to which the discrepancies relate.”

For example, Stowell states, “[a]lerts may be generated based on deviations, violations, changes or any parameters with respect to the key performance indicators.” Accordingly, the breaching party is alerted. “Escalating levels of personnel may be notified **within an organization** and eventually, **the other contract member** may be notified if a violation with respect to a key performance indicator occurs or is occurring.” (See Stowell, ¶ 29). Stowell repeats this teaching throughout its application. In paragraph 93 it states, “[t]he data analysis process involves determining whether violations occur, establishing trends **between two partners.**” Paragraph 104 reiterates, “buyer may communicate with supplier. . . . [and] the messages passed from buyer may then be transmitted through to supplier who may create messages to pass back through supply performance management system to buyer.”

Further, from a logical standpoint, it does not follow that just because alerts are generated for two partners that those alerts would be generated for other partners, because Stowell describes a system for convening an “on-line electronic room for issue resolution” for resolving supply chain issues after alerts have been made to two partners (See Stowell, ¶ 21). At that point, in Stowell, a partner may notify other supply chain partners of a problem. Thus, there is no discussion of disclosing discrepancies to other partners. For the reasons given above, the Applicants submit that the Office Action's reasoning does not hold.

Since Stowell only communicates alerts to those partners directly involved in supply chain errors, Stowell clearly does not disclose the “dynamically communicating” element of claim 1. For at least this reason, the Applicants submit that claim 1 is patentable over Stowell.

DEPENDENT CLAIMS

Dependent claims 2-5, 12, and 28-29 depend from claim 1, and hence, incorporate all of the limitations of claim 1. These claims also recite further advantageous aspects of the invention. The Applicants submit that claims 2-5, 12, and 28-29 are patentable over Stowell for at least the same reasons as those given above in connection with claim 1.

CLAIMS 19-27

Independent claim 19 is a computer-readable medium claim and claims 20-27 are apparatus claims that are analogous to the methods of claim 1, 2-5, and 12. The Applicants submit that claims 19-27 are patentable over Stowell for at least the reasons given above in connection with claims 1-5, 12, and 28-29.

CONCLUSIONS

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.


The Office Action is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a law firm check for the petition for extension of time fee is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

Dated: 14-Nov-2005

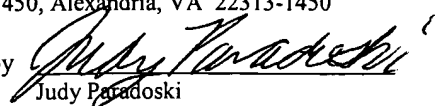


Christopher J. Palermo
Reg. No. 42,056

2055 Gateway Place, Suite 550
San Jose, California 95110-1089
Telephone No.: (408) 414-1080
Facsimile No.: (408) 414-1076

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450

on 11/14/05 by 
Judy Paradoski